

INDEXING INSTRUCTIONS:

Lot 28, Bell Creek Subdivision,
Section 34, Township 1 South,
Range 6 West, City of Olive Branch,
Mississippi, as recorded in Plat Book
51, Page 25, Chancery Clerk's
Office, DeSoto County, Mississippi.

STORM WATER DRAINAGE EASEMENT

(Construction by GRANTEE)

FOR AND IN CONSIDERATION of the sum of One and 00/100 Dollar (\$1.00) cash in hand paid by the City of Olive Branch, a municipality, hereinafter called GRANTEE, and other good and valuable considerations, the receipt and sufficiency whereof are hereby acknowledged, we, Randall Otdoerfer and wife, Michelle Otdoerfer, hereinafter called GRANTORS, do hereby grant and convey to GRANTEE a Permanent Storm Water Drainage Easement and a Temporary Construction Easement for the right, privilege and authority to install, construct, excavate, operate, inspect, maintain, repair, replace in whole or in part, or remove a storm water drainage ditch, an underground storm water drainage line(s), or other drainage materials or systems and its related appurtenances upon, over or through the parcel of land hereinafter described and being situated in the City of Olive Branch, DeSoto County, Mississippi, to wit:

See Exhibit 1 attached hereto for complete legal description.

GRANTEE shall have those rights which are required for the safe, reasonable and proper exercise of these purposes for which the easement rights are conveyed and accepted, including the rights of ingress and egress to and from said storm water drainage ditch/line(s) for the purposes aforesaid, the right to remove trees, shrubs, vegetation, debris and non-functioning structures.

GRANTEE shall have the right to remove with the obligation to replace with the same or like kind to substantially the same or better condition, any fences, culverts, lawns, functioning structures (including but not limited to driveways, and/or storm water drainage pipes), soil and other items, except those listed above, whose removal is required for the safe, reasonable and proper exercise of the purposes for which the easement rights are conveyed and accepted.

GRANTORS expressly reserve unto themselves, their heirs, successors and assigns, all right, title, interest and privilege as may be exercised without interference with or abridgment of the easement rights conveyed herein.

It is agreed that all work by Grantee's contractor in and around the easement area shall be restored to an equal or better condition than Grantee found such area prior to the beginning of work. Grantee expressly agrees to take responsibility for such restoration and repair all areas disturbed and/or damaged during construction.

GRANTEE agrees to use reasonable efforts in exercising the easement rights conveyed herein not to unreasonably disturb or interfere with access to, any business or businesses from time to time conducted on GRANTORS' property adjacent to the parcel of land herein subjected to permanent easement rights.

GRANTORS and GRANTEE acknowledge, covenant, and/or agree

That the consideration for the conveyance of the easement rights herein conveyed, which constitutes a partial taking of GRANTORS' property, includes compensation for damages, if any, to GRANTORS' property occurring as a result of such partial taking, but such consideration does not include compensation for actual damages to GRANTORS' property outside of the parcels of land hereinabove described, if such damages should occur during or as a result of the exercise of any rights conveyed herein;

That GRANTORS covenant and warrant that they are the lawful owners of the above-described property, and that this conveyance is subject to any existing covenants, easements and utilities apparent or of record.

GRANTORS and GRANTEE do hereby stipulate that all right, title, and interest in and to said storm water drainage ditch/line and its related appurtenances shall be vested in GRANTEE.

No statement or representation of any agent or representative of the GRANTEE, or any other person pretending to represent GRANTEE, not incorporated herein, shall be a part of this Contract and shall not be deemed an inducement to the execution hereof. No alleged Oral Agreement between GRANTEE and the GRANTORS; and no Oral Promise on the part of the GRANTEE, not incorporated herein shall have any validity or effect whatsoever.

Grantors fully understand that they have the right to request a fair market value appraisal of the property and receive just compensation for the use of real property herein described and for the utility easement herein described. Grantors hereby waive their right to request the appraisal and convey the real property for the drainage easement herein described to Grantee for the price determined by Grantee's appraiser.

The Rights herein granted may be assigned in Whole or in Part.

The Temporary Construction Easement shall be of no further effect from and after six (6) months from completion of construction and removal of all equipment.

The Terms, Conditions and Provisions of this Grant shall extend to and be binding upon the Heirs, Successors and Assigns of the Parties hereto.

IN WITNESS WHEREOF, the parties have hereunto set their hands this the 21ST day of APRIL, 2007.

GRANTORS:

Randall Otdoerfer
Randall Otdoerfer

Michelle Otdoerfer
Michelle Otdoerfer

Witnessed by: [Signature]

STATE OF MISSISSIPPI

COUNTY OF ~~DESO~~ Marshall

GRANTEE:

CITY OF OLIVE BRANCH, MISSISSIPPI

BY: [Signature]
Samuel P. Rikard, Mayor

ATTEST: Judy C. Herrington
Judy C. Herrington, City Clerk

Personally appeared before me, the undersigned authority in and for the said county and state, on this 23 day of May, 2007, within my jurisdiction, Tim Gentry, the subscribing witness to the above and foregoing instrument, who, being first duly sworn, states that he saw the within named Randall Otdoerfer and Michelle Otdoerfer, whose names are subscribed hereto, sign and deliver the same to the City of Olive Branch; and that the affiant subscribed his name as witness thereto in the presence of same.

Witness [Signature]

Nelae J. Howard
NOTARY PUBLIC

My Commission Expires:

MISSISSIPPI STATEWIDE NOTARY PUBLIC
MY COMMISSION EXPIRES JULY 2, 2010
BONDED THROUGH STEGALL NOTARY SERVICE

STATE OF MISSISSIPPI

COUNTY OF DESOTO

Personally appeared before me, the undersigned authority in and for the said county and state, on this 7th day of June, 2007, within my jurisdiction, the within named Samuel P. Rikard and Judy C. Herrington, duly identified before me, who acknowledged that they are Mayor and City Clerk, respectively, of the City of Olive Branch, Mississippi, a municipal corporation, and that for and on behalf of said municipal corporation, and as its act and deed, they executed and sealed the above and foregoing instrument, after first having been duly authorized by said municipal corporation so to do.

Jina Rena' Griffith
NOTARY PUBLIC

My Commission Expires:

MISSISSIPPI STATEWIDE NOTARY PUBLIC
MY COMMISSION EXPIRES SEPT 25, 2010
BONDED THRU STEGALL NOTARY SERVICE

Grantor's Address:

6866 Valerie Dr.
Olive Branch, MS 38654
Bus. Tel.: 662-890-7252
Res. Tel.: 662-890-7252

Grantee's Address:

9200 Pigeon Roost Rd.
Olive Branch, Mississippi 38654
662-892-9200
662-892-9200

Prepared by and Return to:

Bryan E. Dye
City of Olive Branch
9200 Pigeon Roost Rd.
Olive Branch, MS 38654

**OTDOERFER RANDALL ETUX
OTDOERFER MICHELLE
BOOK 397, PAGE 414**

EXHIBIT 1

Being a portion of Lot 28, Bell Creek Subdivision, lying in Section 34, Township 1 South, Range 6 West in the City of Olive Branch, Desoto County, Mississippi as recorded in Plat Book 51, Page 25 in the Desoto County Chancery Clerk's Office and being more particularly described as follows:

PERMANENT DRAINAGE EASEMENT

Beginning at a point 18 feet west of northeast corner of subject property, being a 5 ft wide strip of land paralleling the east property line for a distance of 73.22 feet; in addition, another 5 foot strip of land running from east to west on subject property near the north property line containing 866 square feet more or less.

TEMPORARY CONSTRUCTION EASEMENT

Being an 18-foot wide strip of land parallel and adjacent to the east property line for a distance of 73.22 feet; in addition, a 13 foot wide strip of land parallel and adjacent to the north property line for a distance of 100 feet (excluding area for 5 ft wide permanent drainage easement) and containing 2,118 square feet more or less.

PERMANENT DRAINAGE &
TEMPORARY

CONSTRUCTION EASEMENT

Prepared by: The City of Olive Branch
Engineering Department

Draftsperson: TL Date: June 1, 2006

EXHIBIT NO. 1 SHEET 1 OF 1

THIS PROPERTY IS LOCATED IN SECTION 28
TOWNSHIP 1 South, RANGE 6 West
DESOTO COUNTY, MISSISSIPPI

NORTH



SCALE 1" = 50'

EASEMENT REQUIRED:

Unencumbered:

Encumbered:

PERM: 866 S.F. PERM: 0 S.F.

TEMP: 2,118 S.F. TEMP: 0 S.F.

